

RD JONES

INTERIOR DESIGN AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is entered into as of the 21st day of September 2015, by and between BRG Harrison Lofts Urban Renewal, LLC, a ("Developer"), and R.D. JONES & ASSOCIATES, INC., a Maryland corporation ("Consultant").

CONSULTANT: R.D. Jones & Associates, Inc. "Designer"
729 East Pratt Street, Suite 210
Baltimore, MD 21202

And DEVELOPER: BRG Harrison Lofts Urban Renewal, LLC
c/o Albanese Development Corporation
Attn: Jack C. Becker
1050 Franklin Avenue
Garden City, NY 11530

For the PROJECT: The Lampworks Lofts Apartment Building
Harrison, NJ

Project # 3305

RECITALS

Developer intends to develop certain real property located in Harrison, NJ (the "Property"). Developer intends to make improvements to the Property, which improvements include approximately Three Hundred & Forty (340) residential apartment units, a parking structure and common amenity space (the "Project").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 SCOPE OF CONSULTANT'S SERVICES

- 1.1 Scope of Services. The Scope of Services shall be as shown on Exhibit A (as referred to collectively herein, the "Services").
- 1.1.2 Hourly Rates for Additional Services. The Hourly Rates shall be as shown on Exhibit B (as referred to collectively herein, the "Hourly Rates").
- 1.1.3 Design Fee Schedule. The Design Fee Schedule shall be as shown on Exhibit C (as referred to collectively herein, the "Design Fee Schedule")

1.1.4 Becwood Purchasing Agreement. The Becwood Purchasing Agreement shall be as shown on Exhibit D (as referred to collectively herein, the "Purchasing Services")

1.2 Additional Services. Services in addition to those listed in Exhibit A ("Additional Services") shall be provided if and when authorized by Developer in writing, in advance of performance and shall be paid for by Developer as provided below. None of the Services shall be considered Additional Services.

1.3 Excluded Activities. For Developer's reference, the following are some of the activities that may be required as Additional Services to complete the work, but that are expressly excluded from the Services listed herein. In view of their exclusion from this Agreement, Consultant is not and shall not be held responsible for their performance as work within the Services:

1.3.1 Making revisions in drawings, specifications and other documents when such revisions are inconsistent with written approval or instructions previously given by the Developer, due to causes not solely within the control of Consultant. However, revisions made to bring the Project within the approved budget shall be included as a service.

1.3.2 Providing Services after issuance to the Developer of the final certificate for payment, or without a final certificate of payment, more than sixty (60) days after date of substantial completion of design Services as approved. However, notwithstanding the proceeding, if additional design is required to obtain permit for the interior design Scope of Services, the Consultant shall include these changes as a part of the Services.

1.3.3 Developer will be responsible for all building permits as required under Federal, State or City Regulations at time of Project.

1.3.4 Consultant shall require Developer's written approval of each phase as it is completed. If Additional Services or revisions to Consultant's design are required after approval of a phase has been received, Consultant shall make a claim to the Developer in the form of a change order. Developer will either affirm or deny claim. Consultant will not proceed without written approval of Services.

1.3.5 Any cost analysis of the entire Project, design of building systems, i.e. HVAC, electrical, plumbing except for integrating outlets within the overall interior design; kitchen, bar equipment designer, sound, audio visual Consultant, graphic designer, project management and any negotiations with government authorities, except where directly applicable to the interior design or unless specifically stated in the Scope of Services.

1.3.6 Consultant shall be responsible for any reselections that are caused due to items being discontinued within a one hundred twenty (120) day period after commencement of construction. If reselections are required after that time frame or items have been reselected due to them not being available in the time frame required by Developer, or if Developer was negligent in ordering the goods in a timely manner, Consultant shall submit a claim per section (1.3.4) to bill the Developer on an hourly basis to reselect these items according to Consultant's hourly rate schedule.

1.3.7 Should the Developer stop the Project for three (3) or more months, and then restart due to any circumstances, Consultant shall charge the Developer a startup fee of \$4,500.00. This fee will provide for realignment of the Project Scope and staff scheduling.

1.3.8 Should Additional Services be required, Consultant shall provide the Developer with a change order request and shall bill these Services at the Hourly Rates identified in Exhibit B or other agreed upon manner.

1.3.9 If the Consultant is required by the Developer to design any areas in addition to those listed as Services herein, a separate fee shall be negotiated on a case -by -case basis. All interior design drawings and furniture drawings shall become the property of the Developer, upon receipt of amounts due: however these will not be used for any purposes other than those covered by this agreement, except for replacement or expansion within the project, or advertising, promotions or public relations. Minutes of the meeting shall be prepared by the Consultant and will act as confirmation for any decisions during such meetings. Any discrepancies to the minutes must be issued to the Consultant in writing.

1.3.10 Mounted presentation board materials, mat board, form core, tape, labels, etc. (other than those listed as part of the Services) shall be billed as follows: Full framed presentation boards \$1000.00 each with a wood frame and mat board if noted in Exhibit C. Presentation boards are included as a part of the Services. Mounted presentation boards, beyond those included with the Services, shall not be produced without prior approval from Developer.

1.3.11 Consultant will stamp Interior Design drawings with Interior Design Stamp for permit included in the Scope of Services referenced in Exhibit A. Developer will make best efforts to have outstanding payments due to the Consultant paid prior to receiving stamped drawings. However, Consultant recognizes that a portion of Consultant's fee may be sourced from the construction loan and the Interior Design stamped drawings may be required in order to secure those funds, if applicable Consultant will be paid within 45 days from approval on invoice or seven (7) days after the funds are received. Consultant will not stamp Interior Design drawings with Architect Stamp.

1.3.12 Consultant will be allowed to take professional photographs of the property after completion of the project. Developer will receive full copyrights for its use of all photos if they participate in sharing 50% of the costs of photography and expenses related to the photo shoot.

1.4 Fees for Additional Services. Unless otherwise stated in Developer's written authorization in advance of performance, the hourly fees shown on Exhibit B shall apply to Additional Services.

1.5 If Consultant develops renderings black and white, color or photorealistic computer renderings and these renderings are used in any publication, marketing material, or promotions, RD Jones & Associates, Inc. will be credited in written format as the Designer of the Project.

ARTICLE 2 **CONSULTANT'S RESPONSIBILITIES**

2.1 Consultant is an independent contractor, responsible for methods and means used in performing the Services under this Agreement, and is not an employee, agent or partner of Developer.

2.2 Consultant hereby designates Bernard V. Holnaider as its representative, and such representative is authorized to act on behalf of Consultant.

2.3 Consultant shall recommend to Developer that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of the Services.

2.4 Consultant shall coordinate the Services with those of Developer and Developer's other Consultants for the Project, which may be under contract directly with the Developer or with the lead Consultant. Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to Developer and Developer's other Consultants for coordination and review. All aspects of the Services designed by Consultant shall be coordinated by Consultant, and Consultant shall also become familiar with the work designed by Developer and Developer's other Consultants as necessary for the proper coordination of the Services.

2.5 All of the Services to be performed by Consultant under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall (a) be in accordance with the professional standard of care ordinarily exercised by qualified, licensed professionals engaged in practice in the place where the Project is located in connection with similar extensive multi-use development projects, and (b) be in accordance with the best current technological practices, means, methods, procedures, and techniques for projects similar to the Project, as of the time Consultant performs the Services and delivers its work product to Developer, and (c) be performed consistent with the project schedule provided by Developer..

2.6 The Services shall be performed and completed as expeditiously as possible consistent with the Consultant's standard of care and the orderly progress of the Project.

2.7 Consultant is duly licensed (and in good standing) to perform the Services in the State of New Jersey where the Project is located and shall maintain all required licenses in effect during the term hereof. Consultant shall observe and comply with all federal, state and local laws, ordinances, codes, rules, regulations and orders that (i) are in effect from time to time prior to completion of all Services and Additional Services, if applicable, by the Consultant in connection with the Project and (ii) are applicable to the Project and the Services and Additional Services, if applicable, to be rendered by Consultant in connection with the Project (collectively, "Laws"). Without limiting the generality of the foregoing, Consultant covenants to comply with all State and Federal Occupational Safety and Health Acts ("OSHA"), and Consultant shall indemnify and save Developer, its members, officers, and employees, harmless, with attorneys selected by the Developer, from and against all costs, expenses, liabilities, fines, penalties and damages relating to Consultant or its agents, contractors or employees' failure to comply with any Laws and/or OSHA requirements.

2.8 All drawings, reports and other documents prepared and to be prepared by Consultant for the Project conform and shall conform to all applicable Laws. Consultant shall certify these matters to Developer and any lending institution(s) furnishing either debt or equity financing (a "Lender") in connection with the development, construction, ownership, operation or sale of the Project, as and when requested by Developer from time to time. All required certifications shall be in a form reasonably acceptable to Developer and any Lender. Consultant shall also provide, within five (5) days of request from Developer, with an estoppel certificate confirming whether or not there are any defaults or disputes with respect to the Agreement and whether all fees due and payable have been paid. Developer may collaterally assign this agreement to the lender/s providing financing for the project as collateral security.

2.9 Consultant shall, at its own cost, correct and make good any errors, omissions or defects in its Services as soon as Consultant becomes aware of errors, omissions or defects or is notified of any

errors or defects, which shall include any changes or revisions to the plans that may be required by a reviewing agency or official, such as a municipal code official, planning and zoning official or a community architect. Should Consultant refuse or neglect to correct or make good any errors, omissions or defects within 15 days after receiving written notice requesting remedial work, Developer shall then be entitled to make good any erroneous or defective Services, and Developer shall be entitled to recover from Consultant, including by offset against sums due hereunder, all of Developer's out-of-pocket costs and expenses relating thereto plus an overhead fee equal to 12% of the amount of such costs and expenses. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for errors, omissions or defective Services which Developer may have under this Agreement or at law or in equity.

2.10 Upon Developer's request at any time during the term of this Agreement and as often as reasonably requested, Consultant shall promptly provide Developer with progress reports. Developer shall at all times have reasonable access to the files of Consultant relating to the Project in order to answer any reasonable and specific questions Developer may have relating to Consultant's performance of the Services.

2.11 All of the obligations and responsibilities set forth in this Article 2 are in addition to, and not in lieu of, any and all other duties, obligations, liability and responsibility implied or imposed upon Consultant by law in connection with the Services to be performed by Consultant under this Agreement.

2.12 Consultant hereby represents, provides and warrants to Developer that (a) it is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the Services; (b) it has visited the site for the Project and familiarized itself with the local conditions under which the Services are to be performed; and (c) it shall correlate its observations of same with all of the requirements hereunder. Consultant shall immediately notify Developer in the event Consultant becomes aware of any material facts that may cause Consultant to become financially insolvent or to fail to possess sufficient experience, licenses, authority, personnel or working capital to complete the Services.

2.13 In the event that Consultant desires to use the services of another entity, Consultant shall first obtain Developer's written consent, and Consultant's use of such entity shall in no way modify or diminish Consultant's obligations hereunder.

2.14 Consultant shall conduct inspections to determine the date or dates of substantial completion and the date of final completion and shall issue a Certificate of Substantial Completion in a form reasonably satisfactory to Developer.

2.15 Consultant hereby represents to Developer that it is knowledgeable of the accessibility requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C), the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (as applicable), the regulations and guidelines related to those laws, including but not limited to, the HUD Fair Housing Design Manual (revised 1998), 2006 International Building Code with 2003 ACC/ANSI A117.1, the ADAAG and ADA Technical Assistance Manual, and the relevant federal, state and local accessibility requirements (the "Accessibility Requirements").

2.16 Developer has developed a protocol for the Project that is intended to ensure that the Project complies with the Accessibility Requirements. Consultant shall fully cooperate with the Developer's efforts in this regard including but not limited to the responsibilities set forth in this Section 2.17. Prior to commencement of the construction drawings for the Project, Consultant shall meet with the Developer and other design professionals working on the Project (the "Design Team") in order to establish the design

criteria required to ensure that the Project complies with the Accessibility Requirements. Developer's architect shall set forth such design criteria in a memorandum to the Design Team (the "Accessibility Design Criteria"). Developer will engage a fair housing Consultant that will review the construction drawings prior to issuance of the construction drawings for construction. The fair housing Consultant's review of the construction drawings or any other services provided by the fair housing Consultant shall not relieve the Consultant of responsibility for complying with the Accessibility Requirements as set forth in this Agreement. Consultant shall revise its design documents as necessary to respond to the fair housing Consultant's comments and shall execute the Statement and Certification of Design Professional as provided in Section 2.14 hereof. Additionally, Consultant shall attend planning meetings with the Developer, architect and contractor prior to the commencement of construction and once framing is near completion and shall participate in follow-up inspections of the Project. Developer or Developer's Architect must hire a 3rd party ADA Consultant to review and comment on the interior Design Drawings at the 65% and 95% drawing completion sets. Consultant's design documents shall comply with the Accessibility Requirements, including providing sufficient clearances to account for typical construction deviations. To the extent of any inconsistencies between the applicable federal, state or local Accessibility Requirements, the Consultant shall design the Project to conform to the specific requirements under the foregoing laws that provide the greatest accessibility for persons with disabilities. Where applicable Accessibility Requirements are conflicting or subject to interpretation, the Consultant shall identify such conflicts or interpretations and discuss options for compliance with Developer.

ARTICLE 3 **DEVELOPER'S RESPONSIBILITIES**

3.1 Developer shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the Consultants retained by Developer.

3.2 Jack C. Becker & Thomas A. Berkenkamp are hereby designated as Developer's representative ("Developer's Representative"). This Agreement shall not be binding upon the parties unless and until it has been approved by Developer's Representative. Applications for payments shall be sent to Developer's Representative. Consultant shall not be entitled to payment from Developer without prior approval of Developer's Representative. Nothing contained herein shall be construed to create any contractual relationship between Consultant and Developer's Representative. Unless the context otherwise requires, whenever the term "Developer" is used in the body of this Agreement and herein, it shall include Developer, acting directly or through Developer's Representative. Developer may change the Developer's Representative or add additional individuals as Developer's Representative by written notice to Consultant. Consultant must approve change with written consent prior to New Representative becoming effective.

3.3 In the event Developer or any of Developer's personnel, contractors, employees or agents become aware that a suspected error, omission or defect by Consultant has been discovered, Developer shall use commercially reasonable efforts to promptly notify Consultant of such suspected error, omission or defect such that Consultant may have the opportunity to take prompt, effective measures to minimize the consequences of such error, omission or defect.

3.4 Developer shall provide Consultant with reasonable notice of all meetings for which Consultant's attendance is necessary pursuant to this Agreement. Reasonable notice for the purposes of Section 3.4 of this Agreement means a minimum of two (2) business days, except in cases of emergency.

3.5 Developer shall provide Consultant with reasonable notice of all requests for information pursuant to Section 2.10 of this Agreement. Reasonable notice for the purposes of Section 3.4 of this Agreement means a minimum of two (2) business days. Consultant to respond to RFI within five (5) business days.

3.6 If Consultant requires Developer's written approval of a Service provided pursuant to this Agreement, such approval shall be at Developer's sole discretion, not to be unreasonably withheld.

ARTICLE 4 PAYMENT TO CONSULTANT

4.1 Invoices; Payments. Consultant shall provide invoices to Developer's Representative on or before the 25th day of the month as the Services are performed, which invoices shall substantiate in reasonable detail the extent to which the Services have been completed and the amount payable to Consultant based upon completed, partially completed and incomplete Services. Consultant shall also provide Developer's Representative with a proposed draw schedule on a monthly basis to allow Developer to determine its cash flow needs and to satisfy any lender's requirements. Invoices shall be on a format reasonably acceptable to Developer. Developer's Representative shall promptly forward all invoices to Developer, and Developer shall pay all invoices forty-five (45) days following receipt of such invoice in full and without retainage, except that in the event Developer objects to any portion of an invoice, Developer shall so notify Consultant of such objection within ten (10) days following receipt of such invoice and provide the reasons for its objection along with payment of the undisputed amount. If any amount owed by Developer hereunder is not paid within ten (10) days following written notice by Consultant that such amount is due beyond the 45 day period, Consultant shall be entitled to interest on any unpaid amount at an interest rate equal to one percent (1%) per month from the date of the invoice (such interest rate not to exceed twelve percent (12%) per annum); provided, however, that in no event shall Consultant suspend or terminate its performance of the Services hereunder.

4.2 Compensation.

4.2.1 Total Payment. Consultant is entitled to a total payment of Three Hundred Thousand & Seventy Two Dollars (\$300,072.50), plus the compensation due pursuant to Section 4.2.2 hereof, in connection with the performance of the Services. The fee for Services other than purchasing Services provided pursuant to Section 4.2.2 hereof is comprised of a lump sum fee of Two Hundred & Forty Six Thousand & One Hundred & Seventy Two Dollars (\$246,172.50) for the Services, and a not-to-exceed allowance of Fifty Three Thousand & Nine Hundred Dollars (\$53,900.00) for meetings provided for herein as Services. The compensation shall be paid to the Consultant in the following manner:

(a) An initial deposit of 10% of the design fee in the amount of Thirty Thousand & Seven Dollars (\$30,007.25) shall be paid upon signing of this Agreement. This is the minimum amount payable under this Agreement. This deposit is not refundable if the Agreement is cancelled by the Developer. The entire amount of the deposit shall be credited to the final bill upon completion of the Project.

(b) The balance of the fee shall be billed upon phase completion performance in the following manner:

Phase Completion	Amounts Payable at Completion of Each Phase	
Phase I	20%	\$ 49,234.50
Phase II	22%	\$ 54,157.95
Phase III	20%	\$ 49,234.50
Phase IV	20%	\$ 49,234.50
Phase V	18%	\$ 44,311.05
	Subtotal (Phase)	\$246,172.50
Meetings	Subtotal (Meeting)	\$ 53,900.00
TOTAL		\$300,072.50

(c) The fees for the Services are more particularly described on Exhibit C attached hereto. In the event there is a conflict between the terms of this Agreement and Exhibit C, the terms of this Agreement shall prevail.

(d) Should Developer elect not to proceed with any particular Scope item as outlined in Exhibit C (Fee Schedule), Developer has the right to deductive change order to the Agreement.

4.2.2 Purchasing Services. (See Exhibit D) A part of this Agreement is the Purchasing Services Phase. Consultant shall use its company's maximum purchasing power to procure all items of fixtures, furnishing and equipment ("FF&E") for the Project as requested by the Developer. With the Developer's written authorization, the Consultant shall acquire all items of FF&E specified in the Services, directly from each manufacturer or contractor at the wholesale cost. Becwood Purchasing, Inc. ("Becwood"), an affiliate of the Consultant, shall arrange for the scheduling and delivery of all furnishings acquired for the Developer. The design contract and purchasing fee are based on Becwood supplying all FF&E items specified in the Scope of Services by Consultant. The "Agent Only" Purchasing Services Agreement shall be provided under separate cover, outlining all Services to be performed by Becwood and its compensation therefor.

As a part of the total contract is the Purchasing Services Phase. Consultant will use their maximum purchasing power to procure all items of FF&E for Developer. With Developer's written authorization, Consultant will acquire all items (FF&E only) specified in the Scope of Services, directly from each manufacturer or contractor at the wholesale cost. In the contract furnishings market, this normally reflects a 50% and 10%, 50% and 20% or greater discount from published manufacturer's list price. Becwood Purchasing, Inc., an affiliate of R.D. Jones & Associates, Inc., shall arrange for the scheduling and delivery of all furnishings acquired for you.

Becwood Purchasing, Inc., will handle the awarding of contracts to various manufacturers, suppliers and vendors. Consultant is to be compensated on the basis of the delivered wholesale cost (that is, the manufacturer's invoice cost plus freight) - plus a twelve percent 12% purchasing fee including lighting, carpet, and vinyl wallcovering. If decorative lighting, carpet, and vinyl wallcoverings are excluded, goods will be purchased at cost plus fifteen percent 15%. If a Model Apartment is required, the purchasing will be cost plus fifteen 15%. Becwood Purchasing, Inc., shall act as Agent Only for the project. All invoices will be submitted to the Developer for payment. Developer will be responsible for all deposits as required by the manufacturers.

In addition to the above, the Developer will be responsible for all applicable sales tax and freight. Developer will provide check cutting to all vendors.

The Design Contract and Purchasing Fee are based on Becwood Purchasing, Inc., supplying all FF&E items specified in the Scope of Services by Designer. The "Agent Only" Purchasing Agreement will be provided under separate cover outlining all Services to be performed by Becwood Purchasing, Inc., and Payment Schedules.

4.2.3 Reimbursable Expenses. It is agreed that the Consultant shall submit reasonable, reimbursable expenses under this Agreement. Should excessive expenses be required, the Consultant shall notify Developer and bill the expenses with Developer's written approval. The following expenses will be billed as a reimbursable expense at the rates listed below (or at cost if no rate is listed):

- (a) Long Distance Phone calls excluding cell phone.
- (b) Express Mail and messenger service;
- (c) All travel expenses: trains, car, tolls, parking, food, tax etc. outside of Baltimore to Developer, the Consultant's corporate headquarters. If travel to other sites or suppliers if necessary all travel, lodging, meals, and transportation related costs will be billed. Mileage will be based on federal allowance.
- (d) Cost of blueprinting, photo reproducing, copying stats, vellum/mylar printing sheets, etc. (\$2.10 per page of drawings, \$.10 per standard copy, \$.15 per laser copy and \$1.00 per color copy), not to exceed \$3,800.00 without Developer's prior written approval. All in-house progress prints for use by the Consultant are billable. Subcontractor requested prints are a reimbursable expense and payable by the Developer. In an effort to save cost, Consultant shall transmit files electronically, whenever possible.
- (e) Professional full color renderings (other than those listed as part of this Agreement), if Developer requests, at cost of \$2,500.00 each and design hours at approximately twenty (20) hours per rendering for design development and coordination.
- (f) CAD Plotter Sheets range from 18"x24" @ \$5.25 per sheet to 36"x48" @ \$21.00 per sheet, not to exceed \$4,500.00 without Developer's prior written approval. In an effort to save cost, Consultant shall transmit files electronically, whenever possible.
- (g) The cost of full color presentation boards mounted on foam core board in excess of those provided as part of the Services shall be billed at \$500 each. Presentation boards beyond those included within the Services shall not be produced without prior approval from Developer.
- (h) Developer will be invoiced reasonable expenses for dinner to support RDJA Staff working late evenings to meet the required deadlines, not to exceed \$500.00 without Developer's prior written approval.
- (h) Reimbursable fees will be paid at cost.

4.3 Changes to Services. If the Scope of Services is changed materially, the amounts of compensation shall be equitably adjusted. Consultant shall not be entitled to receive payment hereunder until Consultant has provided a lien waiver from Consultant and a certificate regarding Services and compliance with the requirements of this Agreement as Developer may reasonably require in connection with Consultant's request for payment. Consultant shall provide a change order request to Developer for approval. Consultant will not proceed with an Additional Service until approval from Developer has been received.

4.4 Consultant's Records. Consultant shall keep accurate records and books of general account showing all charges and expenses incurred by Consultant in the performance of the Services. At any time within three (3) years after completion of the Services, Consultant shall permit Developer or independent auditors of Developer's choice to have access, upon reasonable notice and during regular business hours, to Consultant's premises to audit the direct costs, expenses and disbursements made or incurred in connection with the Services to be performed and to examine any relevant books and records of Consultant relating thereto. No examination of the records and books of account shall unreasonably delay or defer the obligation of Developer to make payment of undisputed invoices from Consultant, as long as the books and records are in order, and accurately reflect Consultant's actual costs incurred. Developer shall bear the expense of all the audits unless material discrepancies are disclosed by the audit, in which event Consultant shall reimburse Developer for the audit cost, in addition to all other liability of Consultant to Developer resulting from the audit.

ARTICLE 5 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 All designs, drawings, plans, specifications, models, technical data, calculations, and other documents, information and material produced, generated, or compiled by Consultant and any Consultants engaged by Consultant in the performance of this Agreement, including all such material stored on electronic media or CADD systems and the electronic methods of reproducing such documents, including, but not limited to, computer tapes or disks (collectively referred to as "Information") shall be and become the sole property of Developer, and Developer is vested with all rights of ownership, including, without limitation, all copyrights (both statutory and common law), all of which are hereby assigned by Consultant to Developer in consideration of the compensation paid by Developer to Consultant upon payment of all undisputed amounts. Without limitation upon the generality of the foregoing, it is expressly understood and agreed that Developer may utilize the Information with respect to construction, maintenance, repair, alteration, expansion, modification or reconstruction of the Project at any time and from time to time. Consultant may not use the Information for any purpose not relating to the Project without Developer's written consent. At all times during the term of this Agreement, Consultant, promptly upon request of the Developer, shall provide copies of any and all Information in Consultant's possession pertaining to the Project and the Services performed by Consultant under this Agreement. Prints shall be furnished, as an Additional Service, at any other time requested by Developer. All of Developer's rights under this Article 5 shall survive any cancellation, termination, or expiration of this Agreement.

ARTICLE 6
ARBITRATION

6.1 Except for claims, disputes or other matters related to Consultant's obligations under Sections 8.2 and 8.3 hereof, claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

6.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

6.3 Arbitration between Developer and Consultant may be joined with arbitration between Developer and any person or entity with which Developer has a contractual obligation to arbitrate disputes if the arbitration involves common questions of fact or law. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by Developer, Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity, other than a person or entity with whom Developer has a contractual obligation to arbitrate disputes, shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

6.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7
TERMINATION OF AGREEMENT

7.1. Developer may terminate this Agreement at any time with or without cause, upon five (5) days' written notice to Consultant. If this Agreement is terminated without cause, in full discharge of any obligations to Consultant in respect to this Agreement and the termination, Developer agrees to pay to Consultant accrued but unpaid payments required under Article 4 of this Agreement, provided however, that under no circumstances shall Developer be responsible for any other costs, expenses or damages. In the event this Agreement is terminated with cause and/or as a result of Consultant's failure to comply with its obligations hereunder, Consultant shall be liable to Developer for all damages arising from such circumstances leading to termination and Developer agrees to pay Consultant accrued, but unpaid fees in accordance with Article 4 of this Agreement, but Developer shall have the right to offset such payment with the amount of any and all substantiated damages relating to such cause and/or caused by Consultant's failure to comply with the terms hereof. Developer and Consultant shall take all reasonable steps to minimize termination costs. In the event of any termination under this Article 7, Consultant consents to Developer's selection of another Consultant of Developer's choice to assist Developer in any way in completing the Services. Consultant further agrees to cooperate and provide any information requested by

Developer in connection with the completion of the Services. Any Services provided by Consultant which are requested by Developer after termination shall be fairly compensated by Developer. Nothing in this Section 7.1 shall be construed as a limit on Consultant's liability to Developer in the event of Consultant's failure to comply with the terms of this Agreement.

7.2. All of Developer's and Consultant's covenants and obligations shall survive the termination or expiration of this Agreement.

ARTICLE 8 INSURANCE; INDEMNIFICATION

8.1 Consultant shall maintain throughout the period of this Project and for a period of three (3) years thereafter, a standard form of professional liability (errors and omissions) insurance in the amount of at least Two Million Dollars (\$2,000,000.00). Consultant shall also maintain (a) commercial general liability insurance with a combined single limit for bodily injury and property damage of at least One Million Dollars (\$1,000,000.00) per occurrence, (b) automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) and (c) workers' compensation insurance to the fullest extent required under the laws of the State in which the Project is located, which insurance shall cover all employees of the Consultant. Consultant shall submit to Developer copies of each insurance policy or binders evidencing such insurance prior to commencing the Services. The Developer, Developer's Representative, Albanese Development Corporation, Albanese Organization Inc., Albanese Harrison Lofts LLC, and BRG Lampworks Ventures, LLC (hereinafter defined) shall be named as additional insureds on all other insurance policies required hereunder except for workers' compensation insurance. All insurance policies required hereunder shall be issued by reputable insurance companies acceptable to the Developer and shall require written notice to Developer at least thirty (30) days prior to any cancellation, non-renewal or material modification of the applicable policy.

8.2 To the fullest extent permitted by applicable law, Consultant and its agents, partners, employees and Consultants (collectively, the "Indemnitors") shall and do agree to indemnify, protect, defend (with attorneys selected by Indemnatee, as hereinafter defined), and hold harmless Developer, its affiliated companies, Developer's representatives, the Lender, and their respective officers, directors, shareholders, partners, employees, and agents (collectively the "Indemnities") from and against all liability, claims, demands, damages, losses, liens, causes of action, suits, judgments, fines, penalties, costs and expenses (including, without limitation, attorney fees and costs of defense regardless of the outcome of the claim or suit), of any nature, kind, or description (collectively "Liabilities") claimed, asserted, or prosecuted by any person or entity whomsoever, arising out of, caused by, or resulting from the following (except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of any Indemnatee):

(a) the performance of the Services, provided that (i) any such Liabilities are attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury to or destruction of tangible personal property, including the resulting loss of use and consequential damages, and (ii) are caused in whole or in part by any negligent act or omission of the Indemnitors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable (the "Consultant's Performance"); or

(b) the failure of any one or more of the Indemnitors to provide services as required by, or in accordance with, the terms and conditions of this Agreement.

8.3 Consultant and its agents, partners, employees and Consultants (collectively, the "Contributors") shall also defend, indemnify, and hold harmless to Developer, its affiliated companies, Developer's representatives, the Lender, and their respective officers, directors, shareholders, partners, employees, and agents (collectively the "Contributees") from and against all Liabilities claimed, asserted, or prosecuted by any person or entity whomsoever, to the extent arising out of, caused by, or resulting from (a) the Consultant's Performance, and (b) the Consultant's Breach.

8.4 These indemnification and contribution provisions shall survive the termination or expiration of this Agreement. These remedies shall be in addition to, and not in lieu of, any and all other professional liability which the Indemnitors or Contributors, as applicable, have or may have to the Indemnities or Contributees, as applicable, or to third parties as a matter of law. Indemnitors or Contributors, as applicable, also shall pay and reimburse Indemnities or Contributees, as applicable, for any and all attorney fees incurred by Indemnities or Contributees, as applicable, in connection with any litigation arising under this Agreement as a result of any breach or default by Indemnitors or Contributors, as applicable, under this Agreement. In the event more than one of the Indemnitors or Contributors, as applicable, are connected with an accident or occurrence covered by Sections 8.2 and 8.3, then each of the Indemnitors or Contributors, as applicable, shall be jointly and severally responsible to the Indemnities or Contributees, as applicable, for indemnification or contribution, as applicable, and the ultimate responsibility among the Indemnitors or Contributors, as applicable, for the loss and expense shall be settled by separate proceedings and without jeopardy to any Indemnitee or Contributee, as applicable. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification, contribution, or other right which Developer or any of the Indemnities or Contributees, as applicable, has by law against Consultant or any of the Indemnitors or Contributors, as applicable.

ARTICLE 9

CONFIDENTIALITY

The Developer may have a proprietary or confidential interest in technical information which may be disclosed to Consultant in the course of performance under this Agreement. Consultant shall not, without Developer's prior written consent, during the period of this Agreement or thereafter, disclose to any third party or persons outside its organization or use other than as provided, any information provided by Developer during the course of work under this Agreement which is identified in writing by Developer as confidential at the time of disclosure by Developer to Consultant. Upon completion or termination of each work order, all confidential information (including but not limited to written materials) furnished by Developer shall be returned to Developer in as good condition as when received, ordinary wear and tear accepted. However, as necessary and agreed to by Developer in writing, Consultant may retain one (1) copy of this information for its files. Each party shall handle information provided by the other party in accordance with good business ethics. The obligation of both Developer and Consultant concerning confidentiality, as described under this Section, shall survive any termination of this Agreement for any reason.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of New Jersey.

10.2 All notices required or permitted hereunder shall be in writing and may be delivered in person to either party hereto or may be sent by registered or certified mail, with postage prepaid, return receipt requested, or by overnight expedited delivery service, and addressed as follows:

If to Developer: **BRG Harrison Lofts Urban Renewal, LLC**
c/o Albanese Development Corporation
Jack C. Becker
1050 Franklin Avenue
Garden City, NY 11530

If to Consultant: **R.D. Jones & Associates, Inc.**
729 East Pratt Street, Suite 210
Baltimore, Maryland 21202
Attention: Rebecca D. Jones, ASID

All notices hereunder shall be deemed given when personally delivered or mailed.

10.3 Developer and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

10.4 Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due without prior written consent of the other party. However, Developer shall have the right to collaterally or conditionally assign this Agreement to Lender without the Consultant's consent. Consultant agrees that, notwithstanding a default by Developer under the provisions of this Agreement which would give Consultant the right to terminate this Agreement, Consultant shall continue to perform its obligations under this Agreement on the same terms and conditions for and on account of Lender, if Lender shall assume and agree in writing to perform all obligations, but Lender shall not be obligated or required to cure any default by Developer existing or occurring prior to the assumption by Lender. If requested by Lender, Consultant shall, subject to its review and acceptance, execute a separate letter or other agreement with the Lender further evidencing its commitment to continue performance pursuant to this Section.

10.5 This Agreement may be executed in counterparts.

10.6 Except with respect to the Lender, all of the provisions of this Agreement are solely for the benefit of the parties, and none of the other provisions of this Agreement shall inure to the benefit of any person not a party to the Agreement. Third parties shall have no rights under this Agreement.

10.7 This Agreement and its Exhibits represent the entire and integrated agreement for the Services between Developer and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument by both Developer and Consultant.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have set their hands and seals hereto the date and year indicated above.

CONSULTANT:

R.D. JONES & ASSOCIATES, INC.

By: _____ (SEAL)

Name: Rebecca Jones

Title: Principal and Founder

Date: _____

DEVELOPER:

**BRG Harrison Lofts Urban Renewal, LLC
c/o Albanese Development Corporation**

By:  _____ (SEAL)

Name: Jack Becker

Title: Executive Vice President

Date: 9.22.15

EXHIBIT A

SCOPE OF SERVICES

1. Technical Assistance Team. The Consultant shall cooperate and work in accordance with the Developer, Developer's other design Consultants, Developer's architect/engineer and Developer's Representative (collectively, the "Technical Assistance Team").

2. Conceptual Design and Budgeting. In working with the architects' plans for Residential Building, Consultant shall create conceptual schematic designs for all areas of Residential Building included in the Services. Consultant shall provide up to two (2) schematic versions of the design and two (2) redline changes initiated by Developer to the final plan. Once Developer has approved the entire budget proposal, Consultant shall then develop budgets for all areas to review with Developer. Consultant shall present the design of the areas as listed in the Services below to the architect as part of the construction drawings for Residential Building. These designs for the public area will be presented to The Developers (the "Architect") on AutoCAD 2015. Consultant shall provide Four (4) professional full color photorealistic renderings within the schematic design phase.

3. Consultant shall provide professional full color photorealistic renderings for Residential Building, including (a) ONE (1) view of the Club Room / E-Lounge at Lobby Area Building B (b) ONE view of the Amenity Room with Kitchenette at Basketball Court Building B (c) ONE view of the Connector Club Room at Lobby Area of Building A and (d) ONE view of the Amenity Area of Fourth Floor Terrace of Building B. Consultant shall obtain Developer's approval of appropriate vantage points for such renderings.

4. Apartment Building - Areas Included.

A. All of the work listed shall be provided for all of the areas noted below. Consultant shall design all the floor plans, elevations, ceilings and millwork to support the feel of Residential Building architecture. Consultant shall specify all furniture and furnishing; i.e., sofas, chairs, cocktail tables, consoles, lamps, lighting, window treatments, upholstery, carpeting, area rugs, hard surface flooring, decorative lighting, art and accessories. Consultant shall provide door and hardware selections, fixture selections as well as specify any miscellaneous products required to implement the interior design.

4. B. For all of the areas listed below, Consultant shall be required to provide: Floor plans, data electrical and reflected ceiling plans, elevations, details, furniture / finish schedule, carpet seaming diagram (final document supplied by carpet manufacturer), furniture installation plan, FF & E Specifications and Construction Materials manual, and blocking plans. Sound and audio design shall be provided by the Developer's Consultants. All of the above mentioned work product shall be provided in AutoCAD 2015. Developer's Architect shall provide final CAD dimensioned floor plans including all wall, door and window locations, electrical and reflected ceiling backgrounds to Consultant on AutoCAD 2015. Developer's Architect shall provide door and door hardware schedules. Developer's Architect shall provide dimensioned locations of all walls and doors, and provide tagging and detailing of wall types within Consultants Scope of Services.

C. The Services shall be based on plans submitted by Minno Wasko Architects PDF'S dated 8.1.2015 from Developer. Consultant has made some assumptions for the apartment building since there are limited interior plans.

5. Residential Building. Residential Building shall include the following:
Design Fees are based on 12,000 SF of Amenity Space / 340 Units

- Entrance Vestibule & Main Lobby Area & Elevator Lobby Area / Circulation of Building B - One Included
- Concierge / Reception at Building B- One Included
- Mail Room / Package Storage Room at Building B - One Included
- Leasing Center & Administrative Offices with Pantry / Work Room at Building B – One Included
- Conference Room at First Floor Building C - One Included
- Kids Playroom at First Floor Building C - One Included
- Amenity Club Room with Kitchenette at Basketball Court Building B - One Included
- Club Room / E-Lounge / Cyber Café at Lobby Area of Building B - One Included
- Connector Club Room / Circulation & Elevator Lobby Area at Building A - One Included
- Amenity Area Fourth Floor Terrace of Building B & Elevator Lobby Area / Circulation - One Included
- Dog Grooming Room at First Floor Building A - One Included
- Fitness / Exercise Room / Yoga Room at First Floor Building A - One Included
- Public Area Restrooms / Multiple Fixture - ADA Restrooms (Men's & Women's) One Pair at First Floor Building A
- Public Area Restrooms / Single Fixture - ADA Restrooms (Men's & Women's) Four (4) Each Included
- Elevator Cab Interiors - One Finish Scheme / One Set of Details for ALL Elevator Cabs
- Typical Elevator Lobby Area & Corridors at Residential Levels -
Note: One Scheme for all Apartment Unit Corridors for All Apartment Buildings.
This Proposal includes Three (3) Building Corridor Plan Layouts
- Typical Apartment Unit Finish Selections / Documentation (1 Scheme Included)
Specifications (1 Scheme Included - Manufacturers Cut Sheets for all Selections)
Documentation (Lighting, Appliance & Plumbing Fixtures Schedule & Manufacturer Cut Sheets for all Finish Selections) Conceptual In-House Full Color Revit Renderings - RDJA Schematic Design - Three (3) Included at Units
- One (1) Model Apartment Unit - One (1) Each One Bedroom Unit Included

6. Miscellaneous Design Services.

A. Subcontracted Interior Lighting Designer. Consultant shall subcontract lighting designer to develop lighting plans, specifications, and dimming diagrams for the public areas included in the Services. Lighting designer shall locate and dimension all fixtures, develop hard line drawings, and a lighting specification manual.

B. A lighting designer shall be required to support the Consultant to complete all reflective ceiling plans outlined in the Services for all public areas and back of house. Consultant shall provide lighting coordination with Consultant's lighting Consultant. Lighting designer shall design and coordinate all appropriate energy efficient lighting for these areas. (Title 24 calculations (if required) are not included in Scope of Services.) Consultant shall coordinate with lighting designer on all areas included in the Services. Consultant shall provide soft line mark-up of all specialty lighting locations and suggested dimming that lighting designer shall input in Auto CAD.

C. SIGNAGE COORDINATION FOR ALL PUBLIC AREAS, CORRIDORS, BACK OF HOUSE & STAIRWELLS: Design "TOTAL INTERIOR ADA PUBLIC AREA" signage package for the Apartment Building interiors included in the Scope of Services. Designer will work with signage manufacturer to develop the signage and graphics for the entire complex. Designer will work with the manufacturer to develop concept, details, and custom details for all signs. The entire package will include all apartment signage, directional signage, public area signage and back of house signage. (Exterior Signage is Excluded). Owner will supply Designer with camera-ready artwork of owner contracted/designed logo graphics. Designer will work with manufacturer that will design signage and develop limited installation plans, at no charge provided that signage contract is awarded to them. Designer will not responsible for any payments to this manufacturer. Consultant shall be required to make all decorative selections for door hardware, inclusive of product specifications, but will not be responsible for producing a hardware schedule. Consultant shall submit these cut sheets in hardware manual but shall not be required to prepare a hardware schedule (specifying hinges, closers, lock sets, etc.) in its entirety. Consultant shall coordinate with the hardware Consultant to finalize schedule and specifications.

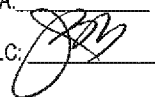
D. Consultant shall provide artwork and accessory selections, specifications, coordination for the above areas. Consultant shall work with outside Consultant to search, design and coordinate the artwork for the public spaces. Art Consultant's fees are built into the cost of the artwork.

E. Consultant shall provide FOUR (4) specification manuals and FOUR (4) construction materials manual for all areas included in this Scope of Services. The specifications document shall provide complete specifications for all items specified, which shall include total budget summaries, photo scans, finishes, and materials of all specified items as well as color story card indicating the fabrics /finishes used in each area. The construction materials document will provide contractors with samples, photos, and specifications for all finishes and contractor supplied materials noted in the schedules. It will also include all task and decorative lighting cutsheets, a fixture/lamping schedule and dimming diagram. This schedule shall be submitted in an 8-1/2" x 11" format, and shall also include cut-sheets for all contractor-supplied or any Developer supplied items.

~~F. Consultant shall provide EIGHT (8) Mounted Full Color foam-core boards finish presentation boards as listed below.~~

G. Mounted Black and White / Colored plans and or elevations (as required).

H. Consultant shall assume responsibility for issuing documents, correspondence and necessary project information (related to their Scope of Services) to each Consultant as directed by the Developer's Representative.



Architect shall be responsible for coordinating all of the Consultant's Services. Consultant shall review the Architect's coordinated documents to assure their accuracy related to the Consultant Scope of Services, and shall submit a marked up set of drawings with typed documentation outlining any corrections or problems to be resolved.

I. The Services include a total of THREE HUNDRED & FIFTY (350) hours of project administration, including responses to RFI's and shop drawing review submitted for Consultant's approval. Notwithstanding the foregoing, RFI's arising from unclear or ambiguous drawings, plans or specifications of the Consultant or Consultant's errors or omissions shall not be included in the 350 hour maximum time period described in the foregoing sentence, nor shall such RFI's be compensated as an Additional Service.

J. This Scope of Services includes a fixed percentage of the fee to coordinate with all of the outside Consultants hired to support the above Services during Phase I-IV (see below). Consultant shall assume responsibility for issuing documents/correspondence and necessary project information (related to the Services) to each Consultant as directed by the Developer's Representative. Architect shall be responsible for coordinating all of the Consultant's Services. Consultant shall review the Architect's coordinated documents to assure their accuracy (related to the Consultant's Services), and shall submit a marked up set of drawings with typed documentation outlining any corrections or problems to be resolved. Should the Services be changed or altered due to unusual existing conditions, Additional or reduced Services, the fees will be adjusted accordingly. Consultant will alert Developer and submit a claim via change order.

K. Consultant's principal and/or senior designer or senior project manager shall attend all presentation and progress meetings requested by Developer to obtain design approval for all of the areas listed in the Services. Consultant will apply only the actual meeting duration as well as travel time to and from, against the allowance. (Total 120 hours)

L. Consultant's principal and/or senior designer or senior project manager shall attend EIGHT (8) weekly construction and installation meetings to be held over the construction period. Meetings are estimated at TEN (10) hours each, including travel. (Total 80 hours) Consultant's principal and/or senior designer or senior project manager shall allow SIXTY (60) hours of Installation at Site / Amenity Areas FF&E / Art / Model Apartment. (Total 60 hours)

M. Consultant's senior designer and/or senior project manager shall participate in FORTY (40) total hours conference calls with Project team, Developer, owner, or Consultant's sub-Consultants in connection with the Project. Conference calls are estimated at one (1) hour each for one or two staff members. (Total 40 hours)

A total for K,L & M is THREE HUNDRED (300) hours. These hours may be used to support K,L & M as a total amount. Should additional time be required to support K, L, M, Consultant will submit Change order to Developer for approval. Consultant will notify Developer monthly of hours being used.

7. Scope of Services Summary.

A. Design Development.

- Budget proposals (FF & E installation)

- Floor plans
- Key elevations
- ~~Presentation boards (EIGHT (8) are included)~~
- Full Color Photorealistic Renderings (FOUR (4) included)

B. Design Implementation.

- Floor Plan (Dimensioning locations of all walls and doors, and tagging and detailing of wall types within the Consultant's Scope shall be provided by Developer's Architect)
- FF&E specifications
- Electrical, data location layout (this work to be incorporated into electrical drawings by the MEP engineer)
- Reflective ceiling plan (Architect will include in their set for building permit)
- Interior Elevations
- Details/millwork and carpentry
- Interior finish schedule book
- Construction material specifications
- FF & E specification manual
- Construction documents
- Decorative lighting specifications
- Fixture detail book
- Art and artifacts book
- Carpet installation plans
- Decorative door and hardware selections
- Complete budget analysis book of all interior design FF & E items

C. Consultant shall supply to Developer all drawings on AutoCAD 2015 that pertain to the above listed areas. Consultant shall use these drawings for construction purposes and shall not be required to develop base drawings.

8. Phases I through V.

A. Services to be rendered by the Consultant in connection with above areas will be performed in the following phases, according to a time schedule to be determined in coordination with and approved by the Developer. The Consultant shall meet reasonable time schedules established by the Developer after consultation with the other Consultants involved in the Project.

B. Following discussions and meetings with the Developer, the Architect and/or representatives, the Consultant shall prepare and develop design plans, color schemes, materials and decorative specifications, select furnishings, cooperate and coordinate with the Technical Assistance Team to create an integrated design. Consultant shall attend any site or general meetings convened by the Developer when such meetings pertain to the interior design project. The meeting hours listed above in the Services, including travel, are included in this Agreement to accomplish all presentations, meetings and installation. (These meetings are separate from the weekly construction meetings which are included in this Agreement.) Any additional hours shall be billed as an Additional Service.

9. Phase I: Program/Design Development. Preliminary conferences shall be held with the Developer (or Developer's Representatives) to establish general design and function criteria, design program, program schedules, project costs and the development of basic schematic floor plans. Consultant shall incorporate the information from the Developer's existing architectural plans, and Developer's requirements and recommendations in the development of the floor plans and specifications of all areas.

A. Prepare preliminary floor plans to reflect the proposed design. Prepare preliminary background colors and materials to include floor coverings, wall coverings, elevator finishes and paint finishes, window treatments, soft goods and upholstered furniture as well as lighting recommendations that will identify the basic concept of the interior design.

B. The Consultant shall submit an estimated cost of implementing the interior schemes covering the interior FF&E and estimated installation cost. The Consultant shall not be responsible for budgeting anything behind the finished sheet rock or ceiling (i.e., sprinklers, structural, mechanical, electrical, smoke detector systems, etc.). Consultant is responsible for coordinating with Architect on these related to the interior design requirements. The Developer shall be responsible for obtaining these costs.

C. This phase shall be deemed completed upon submission and written approval of the above presentation to the Developer.

10. Phase II: Final Presentation.

A. Desired modifications to the preliminary FF&E and floor plan designs shall be performed through development and refinement of the schemes. Consultant shall present to the Developer the final design by means of finished presentation boards, floor plans and renderings (if requested by Developer) for all areas. At this time, an updated budget shall be created to more accurately project the probable costs of the program.

B. Design Development Phase II shall be deemed to have been completed upon submission and written approval of the above presentation.

11. Phase III: Specification and Documentation.

A. Consultant shall complete comprehensive and detailed specifications noting manufacturer, model or pattern number, color, construction and quantity.

B. Consultant shall prepare and submit to Developer complete specification books describing and illustrating all materials, fabrics, color schemes, detailed drawings or manufacturer's catalog cut sheets of all furniture, furnishings and equipment, cross-referenced to drawings and specifications. Consultant or its agents shall itemize FF&E quantities and provide bid specification sheets describing all materials, furniture and furnishings to be purchased.

C. Consultant shall provide full specifications and all documentation necessary to purchase the job, which shall include the purchasing specifications' manual. Consultant shall provide an overall recap of the entire project based on all items. Developer or its agents shall be responsible for

bidding all construction and installation costs and handling all project management and contracting of all subcontractors.

D. Consultant shall also provide an overall recap of the entire project based on all items applied after the finished sheet rock. Developer or its agents shall be responsible for bidding all construction and installation costs and handling all Project management and contracting of all subcontractors.

E. This Phase III shall be considered complete upon submission of the specification books to the Developer and written approval of such specifications.

12. Phase IV: Contract Documents.

A. Consultant shall prepare final design intent drawings and specifications developed in such a form as to constitute the basis of the Developer's bid documents.

B. The following documents are included in Phase IV (as referenced in the Services):

- Final floor plans
- Reflected ceiling plans
- Electrical plans, data (Lighting designer shall complete the design and specifications of all architectural lighting and Architect shall include in permit set drawings and specifications)
- Interior elevations
- Carpentry details
- Millwork details
- Finish plans
- Finish schedule
- Decorative lighting schedule and specification manual
- FF & E specifications
- Art and artifacts
- Signage package
- Lighting design coordination
- Door schedule and Hardware schedule (NIC, by Architect)

C. Consultant shall provide design information required for architectural and electrical documents, which shall include locations of required lighting, telephone, television, electrical and plumbing locations required to implement the interior design program.

D. The information provided in Phase IV shall be submitted in the form of hard-line drawings, details, section profiles and finish specification.

E. Consultant shall not be required to prepare installation or wiring diagrams or drawings of special electrical or mechanical equipment and the like, but shall, if required by Developer, make recommendations with respect to such items where it is within its knowledge to do so.

F. Phase IV shall be considered complete upon submission of the complete set of interior design contract documents and written approval of these documents by the Developer.

13. Phase V: Design Implementation.

A. Consultant shall review and sign off on all FF & E samples in order to ensure compliance with design drawings and specifications. Consultant shall review submittals and sign all interior millwork shop drawings as part of the Services, unless such RFI was unnecessary because the information was already made available to the Developer or its Consultants in which case the Consultant shall be compensated on an hourly basis.

B. Consultant shall make periodic visits to the site and/or where required to the offices of the contractors and subcontractors concurrent with the progress of the work. These visits are to ensure that the work is being performed and installed according to the drawings, specifications and interior design concepts, as requested by the Developer.

C. Consultant shall attend meetings at the job site, Consultant's office or any other related locations for Project construction review or installation. If additional supervision time for meetings and travel time is required, the time shall be billed as an Additional Service.

D. Consultant shall not have control or charge of and shall not be responsible for (i) the means, methods, techniques, sequences or procedure of construction, fabrication, for safety precautions and program in connection with the work; (ii) the acts or omissions of the contractors, subcontractors, suppliers; (iii) any other persons performing any of the work; or (iv) the failure of any of them to carry out the work or to meet their schedules for delivery or completion in accordance with the contract documents.

E. Consultant shall endeavor to guard the Developer and operator against defects and deficiencies in the work of the contractor and, in doing so, reserves the right and authority to recommend that Developer's Representative condemn or stop any work that, within Consultant's beliefs, is necessary for the proper performance or quality standards of this Agreement.

F. Phase V shall be considered complete when the building is complete, Consultant has issued a Schedule of Defects and Omissions, and corrective recommendations for all areas outlined in the Services have been issued by the Consultant. Should installation be phased, the final installation phase for each area shall be billed as it is completed.

GENERAL NOTES

1. Consultant will require Developer's written approval of each phase of Services as it is completed. If Additional Services or revisions to Consultant's design are required after approval of a phase has been received, Consultant shall perform the work as Additional Services, only to the extent such Additional Services is not the result of Consultant's error or omissions.

2. Design Services specifically excluded from the Basic Services will be any cost analysis of the entire Project; design of building systems, i.e. HVAC, electrical, plumbing except for integrating

outlets within the overall interior design; kitchen, Bar Equipment Designer, sound, audio visual Consultant, Graphic Designer, Project Management and as well as any negotiations with government authorities except where directly applicable to the interior design or unless specifically stated in the Scope of Services or Schedule "C" Fee Analysis. Consultant is responsible for coordinating the design with the Architect to ensure constructability, code compliance and overall design works within the project.

3. Consultant will be responsible for any reselections that are caused due to items being discontinued within a one hundred twenty (120) day period after commencement of construction. If reselections are required after that time frame or items have to be reselected due to them not being available in the required time frame by Developer, or if Developer's Purchasing Agent was negligent in ordering the goods in a timely manner (unless such Purchasing Agent is Becwood Purchasing, Inc.), Consultant will bill Developer on an hourly basis to reselect these items according to Consultant's hourly rate schedule as set forth on Exhibit B.

4. Should Additional Services be required, Consultant will provide Developer with a Change Order request and Consultant and Developer shall negotiate a separate fee for such Services in accordance with Section 1.2 of the Agreement.

IMPLEMENTATION OF THE INTERIOR DESIGN

Consultant will provide the design drawings and schedule of Services as listed in Phase I-V. Should the Consultant be required by the Developer to design any areas besides those stipulated in this Agreement, a separate fee shall be negotiated on a case-by-case basis. Minutes of meetings will be prepared by Consultant and will act as confirmation for any decisions reached during such meetings. Any discrepancies to the minutes must be issued to Consultant in writing.

EXHIBIT B

FEES FOR ADDITIONAL SERVICES

In the event that the Developer requires the Interior Designer to perform Services that are additional to those referred to herein and only insofar as Developer approves such Additional Services, the Developer shall pay the Interior Designer for such Additional Services in accordance with the following schedule:

Principal	\$265.00/hour
Sr. Project Manager / Associate	\$185.00/hour
Sr. Architect / Senior Designer	\$160.00/hour
Project Manager / Designer	\$145.00/hour
Technical Designer / Jr. Designer	\$125.00/hour
CAD Operator	\$110.00/hour
Draftsperson	\$ 95.00/hour

Note: This proposal and the hourly rates are guaranteed for one year from the date of this proposal.

EXHIBIT "C"		RD JONES	
		LAMPWORKS LOFTS - APARTMENT BUILDING	
		HARRISON, NEW JERSEY	
		May 19th 2015; REVISED August 24th 2015; REVISED: September 21, 2015	
APARTMENT BUILDING COMMON AREAS:			AMOUNT:
CONCEPT DESIGN / PROGRAMMING & BUDGETING for 12000 SF OF AMENITY SPACE / 340 UNITS			\$12,000.00
CONCEPTUAL IN-HOUSE FULL COLOR PHOTO REALISTIC RENDERINGS - RDJA SCHEMATIC DESIGN			\$10,000.00
FOUR (4) EACH at \$2,500.00 EACH - WEBSITE / MARKETING QUALITY			
RDJA COORDINATION OF THE PHOTOREALISTIC RENDERINGS			\$10,000.00
TWENTY (20) HOURS PER RENDERING AT \$125.00 EACH = \$2,500.00 X FOUR (4) RENDERINGS = \$10,000.00			
ENTRANCE VESTIBULE & MAIN LOBBY AREA & ELEVATOR LOBBY AREA / CIRCULATION AT BUILDING B			\$2,200.00
SPECIFICATIONS			\$3,000.00
DRAWINGS & DOCUMENTATION			\$5,000.00
CONCIERGE / RECEPTION DESK AT BUILDING B - ONE INCLUDED			\$800.00
DRAWINGS & DOCUMENTATION			\$2,200.00
MAILROOM / PACKAGE STORAGE ROOM AT BUILDING B - ONE INCLUDED			\$1,000.00
SPECIFICATIONS			\$1,000.00
DRAWINGS & DOCUMENTATION			\$2,400.00
LEASING CENTER & ADMINISTRATIVE OFFICES WITH PANTRY / WORK ROOM AT BUILDING B - ONE INCL.			\$2,000.00
SPECIFICATIONS			\$2,000.00
DRAWINGS & DOCUMENTATION			\$5,000.00
CONFERENCE ROOM AT FIRST FLOOR BUILDING C - ONE INCLUDED			\$1,000.00
SPECIFICATIONS			\$2,000.00
DRAWINGS & DOCUMENTATION			\$2,600.00
KIDS PLAYROOM AT FIRST FLOOR BUILDING C - ONE INCLUDED			INCLUDED
SPECIFICATIONS			INCLUDED
DRAWINGS & DOCUMENTATION			INCLUDED

AMENITY ROOM WITH KITCHENETTE AT BASKETBALL COURT BUILDING B - ONE INCLUDED			\$2,200.00
SPECIFICATIONS			\$2,000.00
DRAWINGS & DOCUMENTATION			\$5,000.00
CLUB ROOM / E-LOUNGE / CYBER CAFÉ AT LOBBY AREA / BUILDING B - ONE INCLUDED			\$3,000.00
SPECIFICATIONS			\$3,800.00
DRAWINGS & DOCUMENTATION			\$6,000.00
CONNECTOR CLUB ROOM / CIRCULATION & ELEVATOR LOBBY AREA AT BUILDING A - ONE INCLUDED			\$3,000.00
SPECIFICATIONS			\$3,800.00
DRAWINGS & DOCUMENTATION			\$6,000.00
AMENITY AREA FOURTH FLOOR POOL TERRACE OF BUILDING B & ELEVATOR LOBBY AREA / CIRCULATION			\$3,000.00
SPECIFICATIONS			\$3,800.00
DRAWINGS & DOCUMENTATION			\$6,000.00
DOG GROOMING ROOM AT FIRST FLOOR BUILDING A - ONE INCLUDED			INCLUDED
SPECIFICATIONS			INCLUDED
DRAWINGS & DOCUMENTATION			INCLUDED
FITNESS CENTER / EXERCISE ROOM / YOGA ROOM AT FIRST FLOOR BUILDING A - ONE INCLUDED			\$1,600.00
SPECIFICATIONS			\$1,400.00
DRAWINGS & DOCUMENTATION			\$2,800.00
PUBLIC AREA RESTROOMS / MULTIPLE FIXTURE - ADA RESTROOMS (MEN'S & WOMEN'S) ONE PAIR			\$1,800.00
SPECIFICATIONS			\$1,400.00
DRAWINGS & DOCUMENTATION @ \$2,000.00 EACH - EXCLUDING WET AREAS / SHOWER STALLS			\$4,000.00
PUBLIC RESTROOM - ADA / FOUR (4) EACH / SINGLE FIXTURE RESTROOM (UNISEX)			\$1,200.00
SPECIFICATIONS			\$1,000.00
DRAWINGS & DOCUMENTATION @ \$1,000.00 EACH (NO WET AREAS INCLUDED)			\$4,000.00
ELEVATOR CAB INTERIORS (ONE FINISH SCHEME / ONE SET OF DETAILS for ALL ELEVATOR CABS)			\$1,200.00
SPECIFICATIONS			\$800.00
DRAWINGS & DOCUMENTATION			\$1,600.00
PARKING GARAGE ELEVATOR LOBBY AREAS / BACK OF HOUSE SERVICE CORRIDORS (FINISHES ONLY)			NIC
DRAWINGS & DOCUMENTATION			NIC

FIRE / EGRESS STAIRS (FINISHES ONLY)			NIC
DRAWINGS & DOCUMENTATION			NIC
EXTERIOR POOL TERRACE / DECK AREA & AMENITY DECK AREA - FURNISHINGS ONLY			NIC
SPECIFICATIONS			NIC
DRAWINGS & DOCUMENTATION			NIC
TYPICAL ELEVATOR LOBBY AREA & CORRIDORS AT THE RESIDENTIAL LEVELS			\$3,200.00
SPECIFICATIONS - ONE (1) FINISH SCHEME FOR ALL AREAS			\$2,400.00
DRAWINGS & DOCUMENTATION			\$10,800.00
NOTE: THIS PROPOSAL INCLUDES THREE (3) BUILDING CORRIDOR PLAN LAYOUTS			
APARTMENT UNIT DESIGN & DETAILING:			
TYPICAL APARTMENT UNIT FINISH SELECTIONS / DOCUMENTATION (1 SCHEME INCLUDED)			\$10,000.00
SPECIFICATIONS (1 SCHEME - MANUFACTURERS CUT SHEETS FOR ALL SELECTIONS)			INCLUDED
DOCUMENTATION (LIGHTING / APPLIANCE & PLUMBING FIXTURE SCHEDULE & MANUFACTURER CUT SHEETS FOR ALL FINISH SELECTIONS)			INCLUDED
CONCEPTUAL IN-HOUSE FULL COLOR REVIT RENDERINGS - RDJA SCHEMATIC DESIGN			
THREE (3) ARE INCLUDED FOR THE APARTMENT UNITS			
TYPICAL APARTMENT UNIT DETAILING (1 SCHEME / 1 SET OF DETAILS)			NIC
SPECIFICATIONS			NIC
DRAWINGS & DOCUMENTATION			NIC
MODEL APARTMENT UNIT (1BEDROOM UNIT)			\$8,000.00
SPECIFICATIONS (1 SCHEME)			INCLUDED
DRAWINGS & DOCUMENTATION			INCLUDED
Model Apartment Design Scope Pricing does not include the 15% Purchasing Fee			
MODEL APARTMENT UNIT (2 BEDROOM UNIT)			NIC
SPECIFICATIONS (1 SCHEME)			NIC
DRAWINGS & DOCUMENTATION			NIC
Model Apartment Design Scope Pricing does not include the 15% Purchasing Fee			
MISCELLANEOUS DESIGNER SERVICES:			
INTERIOR LIGHTING DESIGNER - RDJA CONSULTANT			\$12,000.00
AMENITY & CORRIDOR LIGHTING DESIGN / DOES NOT INCLUDED UNIT LIGHTING DESIGN			
COORDINATION WITH THE CLIENTS / SUBCONTRACTED INTERIOR LIGHTING DESIGNER			INCLUDED

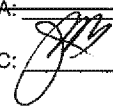
RDJA Interior Design Agreement - Exhibit C

RDJA:

Project #3305 Lampworks Lofts Apartment Building
Developer: BRG Harrison Lofts Urban Renewal, LLC

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BRG Harrison Lofts Urban Renewal, LLC:



SIGNAGE COORDINATION - INTERIOR SIGNAGE ONLY			\$3,000.00
DECORATIVE HARDWARE SELECTION			INCLUDED
ART & ACCESSORY COORDINATION - INTERIOR SELECTIONS ONLY			\$4,000.00
SPECIFICATION MANUALS			
Four (4) Each X \$350.00 Each			\$1,350.00
CONSTRUCTION MATERIALS MANUALS			\$1,350.00
Four (4) Each X \$350.00 Each			
PRESENTATION BOARDS - EIGHT (8) Each @ \$500.00 Each - COLOR IMAGES ON FOAM CORE BOARDS			NIC
RFI'S, SHOP DRAWINGS / FINISH SAMPLES REVIEW AND APPROVALS &			
DRAWING MODIFICATIONS: ALL FF&E CUSTOM SHOP DRAWINGS / CUSTOM FINISH SAMPLES			
THREE HUNDRED & FIFTY (350) HOURS @ \$125.00 HR = \$43,750.00			\$43,750.00
PROJECT ADMINISTRATION & ARCHITECTURAL COORDINATION			\$11,722.50
@ 5% OF PROJECT DESIGN FEES TOTALING:	\$234,450.00		
		TOTAL:	\$246,172.50
MEETING PHASE:			
PRESENTATION / PROGRESS / TEAM MEETINGS			\$22,200.00
ONE HUNDRED & TWENTY (120) HOURS TOTAL AVERAGE RATE \$185.00 EST. PER HOUR = \$22,200.00			
Meetings including travel are Billed on an hourly basis.			
WEEKLY PROGRESS MEETINGS / SITE CONSTRUCTION			
EIGHTY (80) HOURS TOTAL AVERAGE RATE \$185.00 EST. PER HOUR = \$14,800.00			\$14,800.00
Meetings including travel are Billed on an hourly basis.			
INSTALLATION at SITE / AMENITY AREAS FF&E - ART			\$11,100.00
SIXTY (60) HOURS TOTAL AVERAGE RATE \$185.00 EST. PER HOUR = \$11,100.00			
Meetings including travel are Billed on an hourly basis.			

WEEKLY CONFERENCE CALLS			\$5,800.00
FORTY (40) HOURS TOTAL AVERAGE RATE \$145.00 EST. PER HOUR = \$5,800.00			
PROJECT ADMINISTRATION & ARCHITECTURAL COORDINATION			INCLUDED
@ 5% OF PROJECT DESIGN FEES TOTALING:			
		TOTAL:	\$53,900.00
LAMPWORKS LOFTS - APARTMENT BUILDING GRAND TOTAL:			\$300,072.50
LAMPWORKS LOFTS - APARTMENT BUILDING - ESTIMATED / REIMBURSABLE EXPENSES:			
PRINTING - COPIES (not to exceed without client approval)		\$3,800.00	
CAD PLOTTER SHEETS (not to exceed without client approval)		\$4,500.00	
STAFF DINNERS (not to exceed without client approval)		\$500.00	
TELEPHONE CALLS, POSTAGE, ETC. - (Estimated)		\$1,800.00	
GENERAL EXPENSES INCLUDING TRAVEL, ETC. - (Estimated)		\$4,800.00	
ESTIMATED / REIMBURSABLE EXPENSES TOTAL:		\$15,400.00	\$15,400.00